

# COMMON AREAS

RENOVATION OF COMMON AREAS

VENDOR	DESCRIPTION	INVOICE #	INVOICE DATE	AMOUNT
CARPET GALLERY	CUSTOM RUNNER FOR HALLWAY	N/A	02/08/12	\$ 58,100.00
PATTY STEWART CUSTOM FAUX	PAINTING OF ANTEROOM WALLS AND CRACKS IN TERRAZO FLOORS	N/A	01/14/10	\$ 7,750.00
PATTY STEWART CUSTOM FAUX	PAINTING IN HALLWAY	N/A	10/28/13	\$ 4,032.72
NEIGHBORGALL CONSTRUCTION	CONSTRUCTION COSTS FOR THIRD FLOOR	CHANGE ORDER #3	05/29/09	\$ 3,375.73
NEIGHBORGALL CONSTRUCTION	DEMOLITION, CARPENTRY, PAINTING NOT IDENTIFIED BY OFFICE	CHANGE ORDER #5	10/05/09	\$ 16,053.38
NEIGHBORGALL CONSTRUCTION	CONSTRUCTION COSTS FOR THIRD FLOOR HALLWAY	CHANGE ORDER #6	12/16/09	\$ 216,593.00
NEIGHBORGALL CONSTRUCTION	SECURITY CAMERA MONITOR BRACKET	CHANGE ORDER #7	08/02/10	\$ 235.00
NEIGHBORGALL CONSTRUCTION	FURNISH & INSTALL WOOD SHELVES	CHANGE ORDER #7	08/02/10	\$ 1,218.00
NEIGHBORGALL CONSTRUCTION	PURCHASE OF PLAQUES	CHANGE ORDER #7	08/02/10	\$ 6,998.00
NEIGHBORGALL CONSTRUCTION	REMOVE CARPET AND REFINISH TERRAZZO FLOOR	CHANGE ORDER #11	12/09/10	\$ 19,491.00
NEIGHBORGALL CONSTRUCTION	SUPERVISION OF WORK IN MULTIPLE OFFICES	CHANGE ORDER #16	11/07/13	\$ 1,773.71
NEIGHBORGALL CONSTRUCTION	ADJUST DOORS AT HR OFFICE/FLOOR REPAIR (LOCATION ??)	CHANGE ORDER #17	03/05/14	\$ 4,941.76
				\$ 270,679.58
			SUBTOTAL	<u>\$ 340,562.30</u>

393254  
5403/300

3716-B MacCorkle Ave., S.E.  
Charleston, WV 25304  
Phone: (304) 925-7799  
Fax: (304) 926-8122

# CARPET gallery

INVOICE  
NET 30 DAYS  
1.5 % INTEREST  
THEREAFTER

SOLD TO: Supreme Court of Appeals INSTALL AT:  
c/o Michael K. Propps  
Director of Financial Management  
State Capital Bldg. E100 Charleston WV 25305  
(Hm Ph) 304-540-2932 (Bus. Ph) 304-3458 (Location Ph)

TYPE OF PYMT.  
CHECK   
CASH   
CHARGE   
ALL SALES FINAL

FOR SERVICE OR SCHEDULING OF WALL TO WALL CALL 925-7799  
ADDRESS: 3716-B MacCorkle Ave., S.E., Charleston, WV 25304

DATE SOLD	ESTIMATE DATE OF DELIVERY / INSTALLATION	DATE INSTALLED	INSTALLER	WALL TO WALL <input type="checkbox"/>	ORIENTAL <input type="checkbox"/>	REMNANT <input type="checkbox"/>	SALESMAN
2/8/2012							

JOB & CARPET DESCRIPTION	UNIT PR.	TOTAL
WVSCA 3 <sup>rd</sup> Floor		56,650.00
Custom Wool Runner, Texted as specified by Milling Associates		
Padding		1,450.00

	LABOR	
	AMT OF SALE	58,100.00
	SALES TAX	
	TOTAL AMOUNT	58,100.00
	50% DEPOSIT	30,000.00
	BALANCE DUE	28,100.00

Special Instructions  
T/UP  DISPOSE  FURNITURE  EMPTY  BULLNOSE  PIE STEPS  PICKETT   
METAL STRIPS  PIANO  POOL TABLE  WOOD FLOOR  CONCRETE FLOOR

\* All seams are man-made, therefore, they are never completely invisible and are not considered a labor defect.

THIS CONTRACT NOT VALID UNLESS SIGNED BY AN AUTHORIZED OFFICIAL FOR CARPET GALLERY.  
ACCEPTED BY Susan Johnson

SUBJECT TO TERMS & CONDITIONS ON REVERSE SIDE  
IT IS AGREED THAT THE BALANCE SHALL BE PAYABLE BY BUYER TO CARPET GALLERY AT TIME OF INSTALLATION.

PURCHASER Approved DATE 2-9-12

WHITE COPY: OFFICE

YELLOW COPY: CUSTOMER

48--000003

549667  
5402-064

**Patty Stewart**  
**Interior Painting and Faux Finishes**  
**Landmass LLC**  
**638A Cross Lanes Dr.**  
**Nitro, WV 25143**  
**(304) 610-5493**

RECEIVED  
WV SUPREME COURT

JAN 27 2011

ADMINISTRATIVE  
OFFICE

**Date** 1/14/2010

**Submitted to** Steve Canterbury

**Job Location** WV State Capital, **anteroom walls** of the Supreme Court of Appeals  
Attn Steve Canterbury

**Specifications** I hereby propose to furnish material and labor - complete in accordance with specifications below - for the sum of **\$7,750 00**

**Time Estimation** 12-15 days

**Specifications** A faux finish will be done on the anteroom walls outside the main courtroom of the Supreme Court of Appeals as shown on the approved sample board

Nine separate stripes will be applied, two of the stripes having an additional gold glaze put on them

I will arrange to have scaffolding delivered and set up for the duration of the job and also have it taken down

The work will begin on Dec 6, unless changes need to be made on the contractor's part, either earlier or later I will probably work through the weekends to make sure the job is completed before Jan 1, 2011

In addition to the striping, the Terrazo floor cracks will be custom matched to the grout, the cracks painted and then the chips will be hand painted to match the floor A total of 22 cracks will be repaired in the hallway of the Justices' offices and 2 big cracks will be repaired in the main hallway in front of the security office and conference room

Half of the payment is due before the job is started, the remainder due upon completion

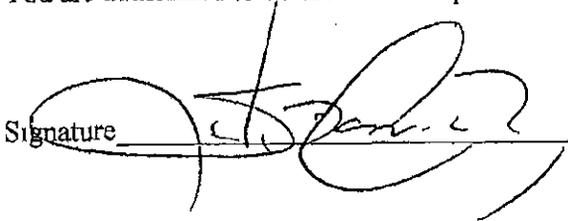
*Offering possibilities that you never knew existed!*

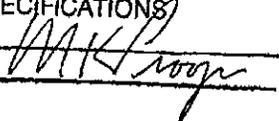
48--000004

Any alteration or deviation from above specifications involving extra cost will be executed upon written orders and will become an extra charge over and above the quotation. All agreements are contingent upon accidents or delays beyond my control.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature  Date 1-17-11

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS  
DATE 1-27-2011  
SIGNED 

5402-064

*Offering possibilities that you never knew existed!*

48--000005

549667

*Patty Stewart Custom Faux* 52 Temple DR.  
*Interior Painting and Faux Finishes* Nitro, WV  
*Landmass LLC* 25143

~~111 Beechwood Estates, Scott Dept, WV 25560~~  
(304) 610-5493

(MP)

*Invoice*

Date 10/28/2013

Submitted to Steve Canterbury

Job Location WV State Capital, hallway in area where justices offices are

Work done beginning 9/23 - 9/30/2013

The hallway walls were repaired where needed, then painted and striped as shown on the approve sample board \$ 3,646 00

\*Materials \$ 386 47

Total amount due upon receipt

\$ 4,032 72

Approved  
*[Signature]*  
10 28 13

*Offering possibilities that you never knew existed!*

48--000006

# **AIA** Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> WV Supreme Court of Appeals State Capitol-Building 1, Room E-100 Charleston, WV 25305	<b>CHANGE ORDER NUMBER: 003</b>  <b>DATE:</b> May 29, 2009	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Neighborgall Construction 1216 Seventh Avenue P.O. Box 281 Huntington, WV 25707-0281	<b>ARCHITECT'S PROJECT NUMBER:</b>  <b>CONTRACT DATE:</b> December 19, 2008 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 See attached Exhibit 'A'.

The original Contract Sum was	\$	876,156.00
The net change by previously authorized Change Orders	\$	53,122.65
The Contract Sum prior to this Change Order was	\$	929,278.65
The Contract Sum will be increased by this Change Order in the amount of	\$	20,424.38
The new Contract Sum including this Change Order will be	\$	949,703.03

The Contract Time will be increased by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Silling Associates, Inc.  _____ ARCHITECT (Firm name)  405 Capitol Street, Upper Atrium Charleston, WV 25301  ADDRESS  BY (Signature) Sean G. Simon, AIA (Typed name) 5/29/09 DATE	Neighborgall Construction  _____ CONTRACTOR (Firm name)  1216 Seventh Avenue P.O. Box 281 Huntington, WV 25707-0281  ADDRESS  BY (Signature) David R. McCarty (Typed name) 6/2/09 DATE	WV Supreme Court of Appeals  _____ OWNER (Firm name)  State Capitol-Building 1, Room E-100 Charleston, WV 25305  ADDRESS  BY (Signature) Steven D. Canterbury (Typed name) 6-11-09 DATE
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**WV SUPREME COURT OF APPEALS  
CHANGE ORDER #3**

**EXHIBIT 'A'**

ITEM #1: Additional cost to fire caulk and patch all holes in existing plaster ceiling as directed by WV State Fire Marshal.

Total cost of \$6,549.31.

ITEM #2: Additional cost to supply and install a new electrical transformer in the Penthouse to create a neutral feed for new panel 'D'.

Total cost of \$10,499.34.

ITEM #3: Additional cost for additional work as directed in the field on the 3<sup>rd</sup> floor including, but not limited to work in existing Justices' bathrooms.

Total cost of \$3,375.73.

Total additional cost of this Change Order #3: \$20,424.38

\*See attached copies of Contractor's price breakdown for each item.



P. O. BOX 281  
Huntington, WV 25707  
Ph: (304)525-5181

*Proposal*

To: Sean G. Simon  
Silling Associates, Inc.  
405 Capitol Street  
Upper Atrium  
Charleston, WV 25301  
Ph: (304)346-0566 Fax: (304)346-1522

Number: 11  
Date: 5/13/09  
Job: 08-039 WV SUPREME COURT OFC RENOV  
Phone: (304) 558-0145

Description: Third Floor Work

We are pleased to offer the following specifications and pricing to make the following changes:  
Preform third floor work as directed.

The total amount to provide this work is ..... \$3,375.73  
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

If you have any questions, please contact me at (304)525-5181.

Submitted by: David R. McCarty  
Neighborgall Construction Co.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

CC:



NEIGHBORGALL  
CONSTRUCTION

P. O. BOX 281  
Huntington, WV 25707  
Ph : (304)525-5181

Proposal 11 Price Breakdown  
Continuation Sheet

Description: Third Floor Work

Description	Labor	Material	Equipment	Subcontract	Other	Price
NCC Work	\$2,102.71	\$286.42				\$2,389.13
					<b>Subtotal:</b>	<b>\$2,389.13</b>
				NCC Labor Taxes	\$2,102.71 22.00%	\$462.60
				Sales Tax	\$286.42 6.00%	\$17.19
				Liability Insurance	\$2,868.92 2.00%	\$57.38
				NCC Bond	\$2,926.30 0.85%	\$24.87
					<b>Subtotal:</b>	<b>\$562.04</b>
				NCC Overhead & Profit	\$2,389.13 15.00%	\$358.37
				NCC Subcontractor Mark-up		\$0.00
					<b>Subtotal:</b>	<b>\$358.37</b>
				Charleston B&O Tax	\$3,309.54 2.00%	\$66.19
					<b>Total:</b>	<b>\$3,375.73</b>



# AIA Document G701™ - 2001

## Change Order

PROJECT (Name and address): WV Supreme Court of Appeals State Capitol-Building 1, Room E-100 Charleston, WV 25305	CHANGE ORDER NUMBER: 006 DATE: December 16, 2009	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Neighborgall Construction 1216 Seventh Avenue P.O. Box 281 Huntington, WV 25705-0281	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: December 19, 2008 CONTRACT FOR: General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See Attached Exhibit 'A'.

The original Contract Sum was	\$	876,156.00
The net change by previously authorized Change Orders	\$	338,065.91
The Contract Sum prior to this Change Order was	\$	1,214,221.91
The Contract Sum will be increased by this Change Order in the amount of	\$	441,643.00
The new Contract Sum including this Change Order will be	\$	1,655,864.91

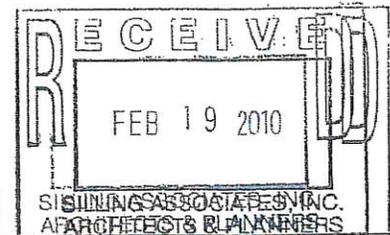
The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 15, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Silling Associates, Inc. ARCHITECT (Firm name)	Neighborgall Construction CONTRACTOR (Firm name)	WV Supreme Court of Appeals OWNER (Firm name)
405 Capitol Street, Upper Atrium Charleston, WV 25301	1216 Seventh Avenue P.O. Box 281 Huntington, WV 25705-0281	State Capitol-Building 1, Room E-100 Charleston, WV 25305
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Edward E. Weber, AIA, LEED AP (Typed name)	David R. McCarty (Typed name)	Steven D. Canterbury (Typed name)
12/4/09	12/18/09	
DATE	DATE	DATE



**WV SUPREME COURT OF APPEALS  
CHANGE ORDER #6**

**EXHIBIT 'A'**

**ITEM #1:** Additional cost for renovation of 3<sup>rd</sup> floor Hallway Renovation as detailed in Drawing Sheets A0, A1, A2, H1.1, H2.1, H3.1, H4.1, E1 and E2.

Cost does not include modifications to radiators or linear diffusers.

Cost does not include credit for alternate manufacturer for recessed down-lights.

**Cost: \$216,593.00**

**ITEM #2:** Additional cost for renovation of Justice's Chambers Rooms E-300 and E-302 as detailed in Drawing Sheets A1-0, A1-1, A1-2, A1-3, A1-4, A1-5, A1-6, and A1-7 with accepted alternates:

Room E-300

1. Delete wood paneling under desk WF-6 (3 LOCATIONS) and paint walls.
2. Delete pleated sheers at window coverings (2 locations).

Room E-302

3. Change wood molding MC & MG from painted oak to painted poplar.
4. Change curved corner desk to angled corner desk.
5. Change upper cabinet style from curved cathedral to straight.
6. Delete free standing file cabinet.
7. Delete wall finish WF-7 (wall finish TBD).
8. Delete pleated sheer at window covering (1 location).

Cost: \$225,050.00

**ITEM #3:** Additional cost for renovation of Justice's Chambers Rooms E-304 and E-306.

Cost: TBD

**ITEM #4:** Additional cost for changes to Hallway ductwork.

Cost: TBD.

**Total additional cost of Change Order#6: \$441,643.00.**



PRINCIPALS

MICHAEL P. WESNER, P.E.  
JAMES P. KULICK, P.E.  
JAMES E. ECKMAN, P.E.  
KEVIN M. NOBLE, P.E.  
MARLON C. HATHAWAY, P.E.  
CHRISTOPHER J. SCHOONOVER, P.E.  
VINCENT J. FEIDLER, P.E.  
JOSHUA J. ROEHM, P.E.  
CHAD B. MONTGOMERY, P.E.  
RONALD R. RADABAUGH, P.E.

SR. ASSOCIATE

JOHN A. MCDONOUGH, P.E.

July 28, 2009

Silling Associates, Inc.  
405 Capitol Street  
Upper Atrium  
Charleston, WV 25301-1735

Attn: Mr. Edward Weber, AIA

Re: West Virginia State Capital Complex  
Third Floor Supreme Court Corridor Renovation  
Engineering Services Proposal

Gentlemen:

Thank you for the opportunity to present you with this Engineering Services Proposal (hereinafter "Proposal"). This Proposal upon acceptance shall form the agreement between SCHEESER BUCKLEY MAYFIELD LLC ("SBM") the party noted above, hereinafter also referred to as the "Client".

The following describes our understanding of the services you require for this project. We have attempted to be as complete as possible as of the date of this Proposal. If additional information is necessary, or if our understanding of the scope of our work requires modification, please contact us at your earliest convenience.

#### SCOPE OF THE WORK

Our Fee Proposal for this project is based on the following scope, assumptions, and notes:

The project scope is to renovate the existing corridor on the third floor of the main State Capital building. The plan is to raise the existing ceiling line in the corridor. The change in ceiling height will affect the air conditioning of this floor. The air conditioning units for the Judges Chamber and conference rooms on this wing are located above the corridor ceiling. To raise the ceiling will require a redesign of the air conditioning for this wing. A new corridor lighting system will also be required.

The Fire Protection Engineering scope of this project includes, in general, the following: No fire protection engineering is included.

The Plumbing Engineering scope of this project includes, in general, the following: No plumbing engineering work is included.

The HVAC Engineering scope of this project includes, in general, the following: The HVAC work shall be limited to producing drawings the removal of the existing HVAC system and the installation of a new system.

1540 Corporate Woods Parkway, Uniontown, Ohio 44685-8797 • (330) 896-4664 • Fax: (330) 896-9180  
300 Marconi Boulevard Suite 306, Columbus, Ohio 43215 • (614) 448-1498 • Fax: (614) 448-1498

48--000013

Mr. Edward Weber, AIA  
July 28, 2008

The Electrical Engineering scope of this project includes, in general, the following: The electrical engineering shall be limited to producing drawings showing the removal of the existing HVAC and lighting systems and the installation of the new HVAC system and corridor lighting systems.

#### **BASIC SERVICES**

The following general items will be included in our Basic Services Fees to you as a part of this work:

1. Local travel expenses required for the routine performance of services indicated herein. Note: Travel within Ohio and West Virginia for the purposes of this project will be considered local travel.
2. Telephone calls, facsimiles and mail initiated by our office. Note: Our (800) 448-9338 number is available for your use.
3. Bid period answering questions and issuing addenda recommendations to your office.
4. Bid coordination assistance in obtaining and evaluating bids.
5. Shop drawing review. Note: Shop drawing review is limited to those submittals required by the construction contract. Substitution evaluation will be performed if requested at our current hourly rates as Additional Services.
6. Preparation of drawings and engineering units for this work will be English units. Metric drawing and unit utilization can be negotiated at an additional cost.

#### **ADDITIONAL SERVICES**

The following general items are not included in our Basic Services in this Fee Proposal and if requested and mutually agreed upon will be performed as Additional Services requiring additional compensation (see Compensation Section).

1. Any "outside" service not specifically identified herein.
2. Additional work required by our staff to accommodate electronic information received by our office not in general compliance with the CAD coordination procedures.
3. Additional studies or calculations as requested by your office not identified herein.
4. Preparation and documentation required for Special Inspections required by Code or Authority Having Jurisdiction. Examples of systems that may require such documentation include seismic restraint systems and smoke control systems. Unless otherwise negotiated, such documentation shall be performed as an Additional Service at our current hourly rates.
5. Not included in this Fee Proposal is preparation of "Record Drawings". This service will be proposed on request near the conclusion of the project when the extent of the deviation from design documents is better realized.

Our policy is to issue an Additional Services form (AS) when requested to perform Additional Services which describes the requested change, date of request, requesting party and nature of work effort required to accomplish the change together with the change (if any) in the agreed upon compensation. After receiving your agreement with the Additional Services, we will proceed with the requested additional services.

#### **INFORMATION AND MATERIAL WE WILL REQUIRE**

For the purposes of this Proposal, and in order to properly conduct our work, we will require the following to be supplied to us by your office, in sufficient time to be properly coordinated into our work.

1. Electronic plan view backgrounds for all areas requiring engineered systems in sufficient time for SBM to accommodate reasonable production schedules, to be transmitted as indicated in CAD coordination procedures.

Mr. Edward Weber, AIA  
July 28, 2008

### DELIVERABLES

Deliverables for this project will include the following:

1. One set of hardcopy drawings as required to adequately indicate the designed work required in the scope for each of the proposed submission stages. All hardcopy drawings, including final plots will be on 20 lb. engineering bond material. Other plotting materials are available as Additional Services.
2. One set of hardcopy specifications as required to adequately indicate the designed work required in the scope.

### COMPENSATION

For the purposes of this project we propose to work on a flat fee basis. Our Basic Services fee, based on the aforementioned conditions and scope, will be Fifteen Thousand Dollars \$15,000.<sup>00</sup>. Should Additional Services as defined herein be requested by your office, with our mutual agreement we propose to revise the flat fee as proposed and agreed upon in the supplemental Additional Services (AS) form.

The current hourly fee structure for 2009 is as follows:

Senior Principal .....	\$ 130.00/hr	Designer 3 .....	\$ 92.00/hr
Principal .....	\$ 125.00/hr	Designer 2 .....	\$ 86.00/hr
Sr. Associate .....	\$ 120.00/hr	Designer 1 .....	\$ 82.00/hr
Associate .....	\$ 115.00/hr	Clerical Manager .....	\$ 70.00/hr
Telecommunications Engineer .....	\$ 120.00/hr	Production Technician 5 .....	\$ 83.00/hr
Telecommunications Designer 3 .....	\$ 110.00/hr	Production Technician 4 .....	\$ 81.00/hr
Telecommunications Designer 2 .....	\$ 100.00/hr	Production Technician 3 .....	\$ 78.00/hr
Telecommunications Designer 1 .....	\$ 90.00/hr	Production Technician 2 .....	\$ 70.00/hr
Engineer 3 .....	\$ 110.00/hr	Production Technician 1 .....	\$ 62.00/hr
Engineer 2 .....	\$ 100.00/hr	Office Support 2 .....	\$ 50.00/hr
Engineer 1 .....	\$ 94.00/hr	Office Support 1 .....	\$ 45.00/hr
Engineer Trainee .....	\$ 55.00/hr		

Descriptions of qualifications required for each category are available for clients on request. These rates are effective from January 1, 2009 through December 31, 2009, and are subject to change as of January 1, 2010 and annually thereafter.

To date, professional service firms have generally not been required to charge sales or other taxes on design and consulting services. Any taxes or fees enacted by local, state, or federal governments subsequent to the date of this Proposal, based on gross receipts or other revenues, are not currently included in the fees represented in this Proposal and shall be added to amounts due under this agreement, in accordance with any such fees or taxes.

### GENERAL CONDITIONS

Our terms of payment are net thirty days after invoicing. Invoicing for this project will be monthly. Please advise if special billing formats or reference numbers are requested. Our fees and rates are based on the timely receipt of payment for our services performed. Payments which become 60 days past due shall bear interest at 1-1/2% above the prime rate in effect at First Merit Bank of Ohio, Akron, Ohio, at the time interest commences. (If the Architect does not receive payment from the client for that portion of the work accomplished by our firm, interest payments shall be waived).

We reserve the right to renegotiate fees in the event that the project is suspended and later resumed.

Scheeser Buckley Mayfield LLC will not be responsible for the discovery, presence, handling, removal or disposal (or the exposure of persons to) hazardous or toxic materials at the jobsite.

Mr. Edward Weber, AIA  
July 28, 2008

If our design work is required to result in a construction cost below a predetermined or budgeted value, in order to design to this value we must know the amount before we begin working drawings. If we are not advised of this amount before we are instructed to begin working drawings and it later results in a redesign on our part, then the work shall be billed as Additional Services as earlier described in this Fee Proposal.

Conveyance of drawings, specifications or electronic data by Scheeser Buckley Mayfield LLC (SBM) for the purposes of this project shall not deprive SBM of the right to retain electronic data or other reproducible copies of drawings and specifications or the right to reuse information contained in them in the normal course of SBM's professional activities. SBM shall be deemed the author of such electronic data or documents and shall retain all rights not specifically conveyed.

Unless specifically stated elsewhere in this agreement, the client shall not use or authorize any other person to use or modify the drawings, specifications, electronic data and other instruments of service prepared by SBM for this project for any work other than the work covered by this specific agreement.

Reproduction of the professional engineer's stamps of principals of Scheeser Buckley Mayfield LLC, electronically or otherwise, without Scheeser Buckley Mayfield LLC's expressed and specific written approval, is strictly prohibited by this agreement and may be an illegal act.

Under no circumstances shall the conveyance of the drawings, specifications, electronic data or other instruments of service be deemed a sale by SBM, and SBM makes no warranties, express or implied, or merchantability or of fitness for a particular purpose.

This Proposal is valid for a period of 60 days beyond the date of its writing. Please contact us for Proposal updates if the Proposal has not been accepted during that time period.

In the absence of any further written agreements or supplements to this agreement between Scheeser Buckley Mayfield LLC (The Engineer) and Silling Associates (The Client), this Proposal shall represent the entire agreement between the parties.

Again, we thank you for the opportunity to present this Proposal. So that we may be sure that our Proposal agrees with your understanding of our involvement in the project, we request your written authorization to proceed based on our Proposal, or your modifications to it prior to the commencement of our work. Please return one fully executed copy for our files. Verbal or written requests to proceed with the work included in this Proposal without return of our executed Proposal must constitute your automatic acceptance of the conditions of this Proposal unless modifications to the conditions are mutually agreed upon at a later date.

Proposed By:

Scheeser Buckley Mayfield LLC

*Michael P. Wesner*

Michael P. Wesner, P.E. LEED AP, CBCP  
V.P. Mechanical Engineering

Accepted By:

Silling Associates, Inc.  
405 Capitol Street, Upper Atrium  
Charleston, WV 25301-1735

*Approved*  
*[Signature]*  
*8-24-09*

Mr. Edward Weber, AIA  
Senior Associate

# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT (Name and address):</b> WV Supreme Court of Appeals State Capitol-Building 1, Room E-100 Charleston, WV 25305	<b>CHANGE ORDER NUMBER: 011</b> <b>DATE:</b> December 9, 2010	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Neighborgall Construction 1216 Seventh Avenue P.O. Box 281 Huntington, WV 25705-0281	<b>ARCHITECT'S PROJECT NUMBER:</b> <b>CONTRACT DATE:</b> December 19, 2008 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See Attached Exhibit 'A'.

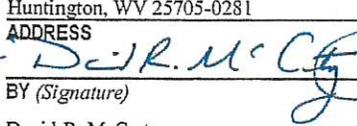
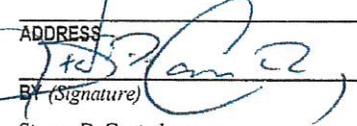
The original Contract Sum was	\$ 876,156.00
The net change by previously authorized Change Orders	\$ 1,025,533.80
The Contract Sum prior to this Change Order was	\$ 1,901,689.80
The Contract Sum will be increased by this Change Order in the amount of	\$ 36,685.00
The new Contract Sum including this Change Order will be	\$ 1,938,374.80

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 15, 2009

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Silling Associates, Inc.</u> ARCHITECT (Firm name)	<u>Neighborgall Construction</u> CONTRACTOR (Firm name)	<u>WV Supreme Court of Appeals</u> OWNER (Firm name)
<u>405 Capitol Street, Upper Atrium</u> Charleston, WV 25301	<u>1216 Seventh Avenue</u> P.O. Box 281 Huntington, WV 25705-0281	<u>State Capitol-Building 1, Room E-100</u> Charleston, WV 25305
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u></u> BY (Signature)	<u></u> BY (Signature)	<u></u> BY (Signature)
<u>Edward E. Weber, AIA, LEED AP</u> (Typed name)	<u>David R. McCarty</u> (Typed name)	<u>Steven D. Canterbury</u> (Typed name)
<u>12/9/10</u> DATE	<u>01/03/11</u> DATE	<u>1-11-11</u> DATE

**WV SUPREME COURT OF APPEALS  
CHANGE ORDER #11**

**EXHIBIT 'A'**

- Item #1:** Additional cost for 3<sup>rd</sup> Floor Women's Restroom – New lavatories with motion sensor faucets, soap dispensers and paper towel dispensers: **\$8,957.00**
- Item #2:** 3<sup>rd</sup> Floor Women's Restroom – New stainless steel trash receptacle: **\$410.00**
- Item #3:** 3<sup>rd</sup> Floor Women's Restroom – Refinish restroom door: **\$896.00**
- Item #4:** Justices Chamber Corridor Work, quoted November 5, 2010 – Remove carpet and refinish terrazzo floor: **\$19,491.00**
- Item #5:** Court Room Main Corridor Work quoted August 11, 2010 – Patch plaster walls and paint: **\$6,931.00**

**Total additional cost of Change Order #11: \$36,685.00**